

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11 Case No.
	:	
GENERAL MOTORS CORP., <i>et al.</i> ,	:	09-50026 (REG)
	:	
Debtors.	:	(Jointly Administered)
	:	
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**STIPULATION AND AGREED ORDER BETWEEN THE DEBTORS AND
AVIS BUDGET GROUP, INC. REGARDING ASSUMPTION AND ASSIGNMENT
OF FLEET PURCHASE AGREEMENT AND RELATED AGREEMENTS**

General Motors Corporation and certain of its subsidiaries as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, “**GM**” or the “**Debtors**”), on the one hand, and Avis Budget Group, Inc. and its subsidiaries and affiliates, including Avis Budget Car Rental, LLC (collectively, “**Avis**”), on the other hand, hereby enter into this stipulation and agreed order (the “**Stipulation**”) and stipulate as follows:

Recitals

A. On June 1, 2009 (the “**Petition Date**”), the Debtors commenced with this Court voluntary cases (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to an order of this Court. No trustee or examiner has been appointed. On or about June 3, 2009, the Office of the United States Trustee for the Southern District of New York appointed the official committee of unsecured creditors (the “**Committee**”).

B. GM and Avis are parties to numerous agreements (as each may have been amended, supplemented, or modified from time to time and collectively, the “**Avis Agreements**”), as set forth below:

- License Agreement, dated as of April 21, 2009, for the Reproduction of General Motors Service Information between Avis Budget Group, Inc. and General Motors Corporation, Service and Parts Operations;
- Letter Agreement, dated as of December 1, 2008, regarding Avis Budget Car Rental LLC’s purchase or lease of GM vehicles for model year 2009, including without limitation GM’s guaranteed depreciation, repurchase, and incentive payment obligations;
- Letter Agreement, dated as of October 15, 2007, regarding Avis Budget Car Rental LLC’s purchase or lease of GM vehicles for model year 2008, including without limitation GM’s guaranteed depreciation, repurchase, and incentive payment obligations;
- Letter Agreement, dated as of October 4, 2006, regarding Avis Budget Car Rental LLC’s purchase or lease of GM vehicles for model year 2007, including without limitation GM’s guaranteed depreciation, repurchase, and incentive payment obligations;
- Assignment Agreement among Avis Rent A Car System, LLC, Budget Rent A Car System, Inc., Avis Budget Car Rental, LLC, AESOP Leasing L.P., and AESOP Leasing Corp. II, in favor of Avis Budget Rental Car Funding (AESOP) LLC and The Bank of New York Trust Company, N.A., as trustee and General Motors Corporation, dated June 2, 2008 (regarding the General Motors Corporation 2007 Model Year Daily Rental Purchase Program offered pursuant to the Letter Agreement dated October 4, 2006);
- Assignment Agreement among Avis Rent A Car System, LLC, Budget Rent A Car System, Inc., Avis Budget Car Rental, LLC, AESOP Leasing L.P., and AESOP Leasing Corp. II, in favor of Avis Budget Rental Car Funding (AESOP) LLC and The Bank of New York Trust Company, N.A., as trustee and General Motors Corporation, dated June 2, 2008 (regarding the General Motors Corporation 2008 Model Year Daily Rental Purchase Program offered pursuant to the Letter Agreement dated October 15, 2007); and
- Assignment Agreement among Avis Rent A Car System, LLC, Budget Rent A Car System, Inc., Avis Budget Car Rental, LLC, AESOP Leasing L.P., and AESOP Leasing Corp. II, in favor of Avis Budget Rental Car Funding (AESOP) LLC and The Bank of New York Mellon Trust Company, N.A., as trustee and General Motors Corporation, dated May 1, 2009 (regarding the General Motors Corporation 2009 Model Year Daily Rental Purchase

Programs (VN9, YT1) offered pursuant to the letter agreement dated December 1, 2008).

C. On or about June 1, 2009, the Court entered that certain Order Pursuant to 11 U.S.C. §§ 105(a) and 363 Authorizing Debtors to Honor Prepetition Obligations to Customers, Dealers, and Trade Customers and to Otherwise Continue Warranty, Credit Card, Other Customer, Dealer, and Trade Customer Programs in the Ordinary Course of Business [Docket No. 167] (the “**Customer Programs Order**”) authorizing the Debtors, among other things, to honor all prepetition obligations to their fleet customers.

D. On or about June 1, 2009, the Debtors filed their Motion Pursuant to 11 U.S.C. §§ 105, 363(b), (f), (k), and (m), and 365 and Fed. R. Bankr. P. 2002, 6004, and 6006, to (I) Approve (A) the Sale Pursuant to the Master Sale and Purchase Agreement with Vehicle Acquisition Holdings LLC, a U.S. Treasury-Sponsored Purchaser, Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (B) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (C) Other Relief; and (II) Schedule Sale Approval Hearing [Docket No. 92], seeking entry of an order (the “**Sale Order**”) approving the sale (the “**Sale**”) of their assets to Vehicle Acquisition Holdings LLC (the “**Purchaser**”). The hearing to consider the Sale is scheduled for June 30, 2009.

E. GM and Avis intend to continue their business relationship in the ordinary course pursuant to the Avis Agreements and GM intends to assume and assign the Avis Agreements to Purchaser.

F. NOW THEREFORE, the Parties hereby stipulate and agree as follows:

Stipulation

1. In accordance with the Sale Order, at the closing, the Debtors shall assume and assign to the Purchaser pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code all of the Debtors' right, title, interest, and obligations in or under the Avis Agreements.

2. The Parties are not aware of any default existing as of the date hereof with respect to any of the Avis Agreements and no cure amount is believed to be due in connection with the assumption and assignment of the Avis Agreements. The Debtors shall continue to pay all amounts due and payable by GM under the Avis Agreements. In addition, the Debtors and, effective upon closing of the Sale, the Purchaser, shall satisfy all obligations under the Avis Agreements as they come due in the ordinary course pursuant to the Customer Programs Order and the Sale Order, provided that, to the extent relevant, the Debtors' continuing obligations after the Closing Date shall be limited as set forth in the Sale Order.

3. If the Debtors and Avis are unable to agree upon the resolution of any disputes related to such obligations, either of such parties may apply to the Court for an order, upon notice and a hearing, resolving such disputes.

4. The Parties are authorized to take all actions necessary to effectuate the relief granted pursuant to this Stipulation.

5. Neither the Stipulation nor any negotiations and writings in connection with this Stipulation shall in any way be construed as or deemed to be an admission by any party, or a waiver of any claims or defenses that may be available to such party.

6. The Bankruptcy Court shall retain jurisdiction to resolve any dispute arising from or related to the interpretation or enforcement of this Stipulation.

7. Each of the Parties signatory hereto represents and warrants that it is duly authorized to enter into and be bound by this Stipulation.

8. This Stipulation may be executed in multiple counterparts, any of which may be transmitted by facsimile or electronic mail, and each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Stipulation by their duly authorized representatives as of the date set forth below

Dated: June 29, 2009

General Motors Corporation

By: /s/ Lawrence S. Buonomo

Name: Lawrence S. Buonomo

Title: Attorney, GM Legal Staff

Dated: June 29, 2009

Avis Budget Group, Inc., et al.

6 Sylvan Way

Parsippany, New Jersey 07054

Telephone: (973) 496-4700

Facsimile: (973) 496-3587

By: /s/ F. Robert Salerno

Name: F. Robert Salerno

Title: President and Chief Operating
Officer

So Ordered this _____ day of _____ 2009

UNITED STATES BANKRUPTCY JUDGE